AMENDMENT OF SOLICITAT	ION/MODIFICATION			J - FFP		PAGE OF PAGES 1 of 3
2 AMENDMENT/MODIFICATION NO P00016	3 EFFECTIVE DATE 24 FEB 2006	4. REQUISITION/PUR			5 PROJE	CT NO (If applicable)
6 ISSUED BY 221 CODE	N66001	7. ADMINISTERED B	Y (If oth	er than (tem 6)	CO	DE N66001
SPAWAR SYSTEMS CENTER SAN DIEGI 53560 HULL STREET SAN DIEGO. CA 92152-5001 KATHY EVANS 619-553-4332 Kathy.Evans@navy mil						
8 NAME AND ADDRESS OF CONTRACTOR (No., st	reet, county, State and ZIP Co	ode)	(X)	9A AMENDMENT	F SOLICITA	CON NOIT
COMPUTER SCIENCES CORPORATION 7700 HUBBLE DRIVE LANHAM MD 20706-2293	- CIVIL GROUP			9B DATED (SEE IT		
(703) 205-6670				10A MODIFICATIO	N OF CONTI	RACT/ORDER NO
			X	N68939-9		
				10B. DATED (SEE)	TEM 13)	
CODE 6A051	FACILITY CODE		<u> </u>	07 MAY 19	97	
11. THIS	TEM ONLY APPLIES	TO AMENDMENTS	OF S	DLICITATIONS		
The apove numbered solicitation is amended as significant of the property of the same of t				led by one of the follow	is extended	is not extended
(a) By completing Items 8 and 15, and returning submitted or (c) By separate letter or telegram which RECEIVED AT THE PLACE DESIGNATED FOR THE if by vidue of this amendment you desire to change an to the solicitation and this amendment, and is received ACCOUNTING AND APPROPRIATION DATA (if	nincludes a reference to the so RECEIPT OF OFFERS PRIO offer already submitted such prior to the opening hour and	R TO THE HOUR AND DI change may be made by	t numbe	rs FAILURE OF YO ECIFIED MAY RESUL	OUR ACKNO	WLEDGMENT TO BE
12 THIS ITE	M APPLIES ONLY TO N	MODIFICATION OF	CON	PACTSIOPHED	<u> </u>	
	FIES THE CONTRACT				٥,	
A THIS CHANGE ORDER IS ISSUED PUR 10A B THE ABOVE NUMBERED CONTRACT// appropriation data_etc.) SET FORTH IN THIS SUPPLEMENTAL AGREEME	DRDER IS MODIFIED TO REF ITEM 14, PURSUANT TO TH NT IS ENTERED INTO PU	E AUTHORITY OF FAR	ATIVE C	HANGES (such as ch.		
X D OTHER (Specify type of modification						
Mutual agreement between	me parties.	The state of the s				
E IMPORTANT: Contractor is not,	is required to sign this do	cument and return 1 cop	es to th	e issuing office.		
14 DESCRIPTION OF AMENDMENT/MODIFICATI					where feasil	ole)
The purpose of this modification is to mak	e the following changes	to the BPA and add	l new	abor categories.	See sche	dule herein.
, ,						
Except as provided herein, all terms and conditions of	the document referenced in to	em 9A or 10A, as heretofo	ore char	iged, remains unchang	ed and in full	force and effect
15A NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND	TITLE	OF SIGNER (Type or	print;	
•				RITCHARD		
Art Schrubb, Contract	s Manager	Contracting D 16B UNITED ST		F AMERICA		16C DATE SIGNED
Mrt definists	(2Mar	ic sha	w	m. Fruit	cho	2/2/20
(Signature of person authorized to sign) NSN 7540-01-152-8070	30-105	(Signature	of Cantr	acting Officer)	ANDARD F	9 2 V6

NSN 7540-01-192-8070 PREVIOUS EDITION UNUSABLE ConWrite Version 5.5.5 Created 01 Mar 2006 7.34 AM

STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53 243

Incorporated the following changes into the BPA as follows:

- 1. The expiration date of the BPA is changed from 31 March 2006 to 31 March 2007.
- 2. Change the Successor Contracting Officer (SCO) to read as follows:

*SPAWAR SYSTEMS CENTER - San Diego Supply & Contracts Dept - Code 224 53560 Hull St. San Diego CA 92152-5001 Attn: Sharon Pritchard (sharon.pritchard@navy.mil) 619-553-4492 (Fax) 619-553-1062

3. Add to the BPA - Contractor Teaming Arrangements
Under the terms and conditions of the Federal Supply Schedule (FSS) contractors may use "Contractor Team Arrangements" (CTA) as prescribed under FAR 9.6 to provide solutions to meet the needs of the Government agency requirements. In accordance with GSA, all participants of the CTA are limited to FSS contractors only. An ordering activity using CTA shall follow procedures as prescribed in FAR 8.4 to make a Best Value selection. Orders under a CTA are subject to the terms and conditions of the FSS contract and this BPA.

4. Teaming arrangement with the following GSA contractor is incorporated into this BPA as follows:

GS-35F-5847H Blue Tech Inc 2251 San Diego Ave., Ste B-155 San Diego, CA 92110 POC: Mr. Guy Stone

DUNS:12 170 1957 CAGE OCL10

Blue Tech shall supply hardware and/or software as required to fulfill the needs of the performance under the customer's task order. No hardware/software shall be sold as a separate item(s) not related to performance under this BPA. This team arrangement is for a period of one year. Expiration of this CTA is 22 February 2007. In the event of any future agreements between the parties to extend or renew the CTA, a modification to this BPA will be executed. A Contractor Teaming Agreement (CTA) date 23 February 2006 between CSC and Blue Tech is on file. Please contact SCO for the CTA.

- 5. Note to Contractor(s): Any hardware with preloaded software or commercial software acquired to satisfy the agency's need shall follow the policy and procedures addressed in DFARS 208.74 Enterprise Software Agreements. (See DoD Enterprise Software Imitative website at http://www.esi.mil for more information). Contractors shall comply with DFARS 251.102 Authorization to Use Government Supply Sources. Issuance of this modification provides authorization of DFARS 252.251-7000 to permit use of the Enterprise Software Agreements when acquiring software on behalf of DoD.
- 6. The following DFARS clauses are incorporated into this BPA:
 DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION
 DFARS 252.251-7000 AUTHORIZATION TO USE GOVERNMENT SUPPLY SOURCES
- 7. Attachment 1, Most current approved price list for services.
 Attachment 3, Contractor Teaming Arrangement, dated 23 Feb. 06
- 8. Change the CAGE code for all previous modifications to this BPA to read from 52939 to 6A051.
- 9. All other terms and conditions of this BPA remain unchanged.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 2	4	30 OCT 2005	"B" TABLE FOR SERVICES
ATTACHMENT 3	12	23 FEB 2006	CONTRACTOR TEAMING ARRANGEMENT

\$54.58 \$40.79 112.32 \$125.43 GSA Price Oconus Price \$94.98 \$108.40 \$78.36 \$70.45 \$74.06 \$91.63 \$86.00 \$121.06 \$124.36 \$31.37 \$34.89 \$90.22 \$72.66 \$40.76 \$43.63 \$94.91 \$80.53 \$52.67 \$41.65 \$39.36 \$63.4 \$67.0 \$21.88 \$47.0 Contract Senior Timentation Engineer - Gort Site - CY10 Hour Hourings in 1998 and 19 Unit of Issue nnal Analyst - Contractor Site - CY10 04/01/05 Hour Systems Architect - Contractor Site - CY10 Hour 9/31/06 yetem Operator - Contractor Site - CY10 04/01/05 to Hour 0.0231.06

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Outsity Assurance Manager - Gord Sile - CY10

Outsity Assurance Manager - Contractor Sile - CY10

Outsity Assurance Analyst - Contractor Sile - CY10

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Hompsia likomano Engineer - Coxt Site - CY10 H4

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PHYLO AUGUNOS to 10243106

Senior Information Engineer - Goxt Site - CY10 H Functional Analysis - CV10
Principal Systems Architect - Gout Site - CV10
Out/OIGS to 03331/05
Principal Systems Architect - Contractor Site - CV10 0231/06 0231/06 10 0231/06 Senior Training Specialist - Govt Site - CY10 04/01/05| Senior Training Specialist - Contractor Site - CY10 Data Entry Clerk - Contractor Site - CY10 04/01/05 to 03/31/06 Computer Operations Manager - Govt Site - CY10
04/01/05 to 03/31/05
04/01/05 to 03/31/05
05/10 04/01/05 to 03/31/05 ject Manager - Contractor Site - CY10 04/01/05 to ystem Administrator - Contractor Site - CY10 4/01/05 to 03/31/06 ystem Operator - Govt Site - CY10 04/01/05 to Manager - Govt Site - CY10 04/01/05 to Senior Database Management Specialist enior Database Management Specialist Senior Computer Systems Analyst Senior Computer Systems Analyst atabase Management Specialist latabase Management Specialis ADP Project Control Specialist ADP Project Control Specialist Junior Application Programmer **Junior Application Programmer** omputer Operations Manager Short Desk ADP Administration Specialist ADP Administration Specialist rincipal Information Engineer rincipal Information Engineer omputer Operations Manager Senior Information Engineer senior Information Engineer Quality Assurance Manager Quality Assurance Manager rincipal Systems Architect Principal Systems Architect omputer Systems Analyst Computer Systems Analyst senior Application Engineer Senior Application Engineer **Analyst Assurance Analyst** Quality Assurance Analyst Senior Functional Analyst Senior Functional Analyst pplications Programmer Applications Programmer Senior Training Specialist Senior Training Specialist Applications Engineer Applications Engineer System Administrator ystem Administrator unctional Analyst unctional Analyst System Operator roject Manager Jata Entry Clerk Data Entry Clerk ystem Operator **OEM Part** 002AA 002AB 1003AB 1004AA 1004AB 1005AA 1005AB 1006AB 1007AA 1007AB 1008AB 1009AA 1009AB 1010AB 1011AA 1011AB 1012AA 1012AB 1013AA 1014AB 1006AA 1008AA 1010AA 013AB 014AA 015AB 016AA 1016AB 1017AB 1018AA 015AA 1017AA 019AA 019AB 1021AB 018AB 020AA 020AB 1021AA 1022AA 1022AB 1023AA 023AB CSC Other Other Other Other Other Other Other Services: Business and Administrative Systems services: Systems Analysis and Design Services: Systems Analysis and Design Services: Database Planning and Design Services: Database Planning and Design Services: Database Planning and Design vices:Database Planning and Design ervices: Data Records Management Services Data Records Management Services: Engineering Services Services: Engineering Services Services: Engineering Services Services: Project Management Services: Engineering Services services: Engineering Services ervices:Engineering Services ervices:Engineering Services vices: Engineering Services ervices:Project Management iervices: Project Management services. Project Management Services: Analyst Support ervices: Analyst Support ervices: Analyst Support Services. Analyst Support ervices: Programming irvices: Programming ervices:Programming Services: Programming ervices: Training Services: Training ervices:Other Services:Other ervices:Other services:Other Services:Other vices:Other ervices:Other ervices:Other CLIN (Part 1002AA 003AA 1003AB 004AA 1004AB 1005AB 1006AA 007AA 007AB 1011AB 1021AA 1021AB 1005AA 1006AB 008AA 008AB 1009AA 009AB 010AA 1010AB 1011AA 1012AA 1012AB 1013AA 1013AB 1014AA 1014AB 1015AA 1015AB 1016AA 1016AB 1017AA 1017AB 1018AA 1018AB 1019AB 1020AA 1019AA 020AB 1022AA 0/30/2005 andy Sirbu (619) 524-9639 Item Type Update Type

mplate Version Date: 07-01-2004 (Please do not modify this date) NOTE: Delivery to customers in California of certain ele

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GSAP	\$37.14	\$39.91	\$50.73	\$54.86	\$40.35	\$44.60	\$41.64	\$44.44	\$42.49	\$45.32	\$34.37	\$37.53	\$34.28	\$37.80	\$46.37	\$49.21	\$41.35	\$44.10	\$102.86	\$107.76	\$78.53	\$82.28	\$28.82	\$28.61	\$40.60	\$42.92	\$69.40	\$72.89	\$49.92	\$52.93	\$28.45	\$32.70	\$85.53	\$85.53	\$30.91	\$33.08	\$276.32	\$291.49	\$217.78	\$257.01	\$309.77	\$325.31	\$247.81	\$261.90	\$309.77	\$325.31	\$216.84
Contrs Price Price	\$35.84	\$38.51	\$48.96	\$52.94	\$38.94	\$43.05	\$40.19	\$42.89	\$41.01	\$43.74	\$33.18	\$36.22	\$33.09	\$36.47	\$44.75	\$47.49	\$39.91	\$42.57	\$99.28	\$104.01	\$75.80	\$79.41	\$25.88	\$27.61	\$39.18	\$41.43	\$66.97	\$70.34	\$48.19	\$51.08	\$27.45	\$31.56	\$82.55	\$82.55	\$29.83	\$31.92	\$266.69	\$281.34	\$210.19	\$248.06	\$298.98	\$313.98	\$239.18	\$252.78	\$298.98	\$313.98	\$209.27
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Long Description	Senior ERP Analyst/Designer - Govt Site - CY10	Senior ERP Analyst/Designer - Contractor Site	CY10 U4/01/03 to U3/31/09 EXPLOSION - Govt Site - CY10 04/01/05 to	ERP Analyst/Designer - Contractor Site - CY10	Senior ERP Models/Developer - Govt Site - CY10	Senior ERP Modeler/Developer - Contractor Site -	ERP Modeler/Developer - Govt Site - CY10 04	ERP Modeler/Developer - Contractor Site - CY10	Principal INFOSEC Consulting Engineer - Gov	Principal INFOSE Consulting Engineer - Contractor Ho	Senior INFOSEC Consulting Engineer - Govt	CY10 04/01/05 to 03/31/06 Senior INFOSEC Consulting Engineer - Contri	Site - CY10 04/01/05 to 03/31/06 INFOSEC Development Engineer - Govt Site - CY10 Hour	04/01/05 to 03/31/06 INFOSEC Development Engineer - Contractor Site -	CY10 04/01/05 to 03/31/06 Senior INFOSEC Systems Specialist - Govt S	CY10 04/01/05 to 03/31/06 Senior INFOSEC Systems Specialist - Contrac	- CY10 04/01/05 to 03/31/06 INFOSEC Systems Technical Specialist - Govt Site - Hour	CY10 04/01/05 to 03/31/06 INFOSEC Systems Technical Specialist - Contractor Hour	Site - CY10 04/01/05 to 03/31/06 Senior Business Analyst - Govt Site - CY10 0-	to 03/31/06	Serior business Analyst - Contractor Site - CT TO 04/01/05 to 03/31/06	Senior INFOSEC Applications Developer - Go CY10 04/01/05 to 03/31/06	Senior INFOSEC Applications Developer - Contractor Hot Site - CY10 04(01)(05 to 03/31/06 - Govt Site - CY10	Communications Installer, Intermediate - Government Hour	Site - CY10 04/01/05 to 03/31/05 Communications Installer Intermediate - Contractor	Site - CY10 04/01/05 to 03/31/06 Student Application Programmer - Govt Site - CY10	04/01/05 to 03/31/06 Student Application Programmer - Contractor	CY10 04/01/05 to 03/31/06 Learning Architect - Govt Site - CY10 04/01/05 to	03/31/06 Learning Architect - Contractor Site - CY10 0	to 03/31/06	03/31/06	Instructional Designer - Contractor Site - C110 04/01/05 to 03/31/06 Tachnical Trainer Sr., God, Site - CV10 04/01/05 to	03/31/06 Technical Trainer Sr - Contractor Site - CY10	04/01/05 to 03/31/06	Technical Trainer - Govt Site - CY10 04/01/05 03/31/06	Technical Trainer - Contractor Site - CY10 04/01/05 to 03/31/06	Web Architect - Govt Site - CY10 04/01/05 to 03/31/06	Web Architect - Contractor Site - CY10 04/01/05 to 03/31/06	Web Designer - Govt Site - CY10 04/01/05 to 03/31/06	Web Designer - Contractor Site - CY10 04/01/05 to CX3/31/06	Data Communications Manager - Govt Site - CY10	Data Communications Manager - Contractor Site -	Voice Communications Manager - Govt Site - CY10	Voice Communications Manager - Contractor Site -	Communication Analyst, Sr - Govt Site - CY10	Communication Analyst, Sr - Contractor Site - CY10	Communication Analyst, Inter - Govt Site - CY	Communication Analyst, Inter - Contractor Site -	Cable Installer - Govt Site - CY10 04/01/05 to	CONTROL - Contractor Site - CY10 04/01/05 to	Communications Installer, Sr - Govt Site - CY10 04/01/05 to 03/31/06
Short Description	Senior ERP Analyst/Designer	Senior ERP Analyst/Designer	ERP Analyst/Designer	ERP Analyst/Designer	Senior ERP Modeler/Developer	Senior ERP Modeler/Developer	ERP Modeler/Developer	ERP Modeler/Developer	Principal INFOSEC Consulting Engineer	Principal INFOSEC Consulting Engineer	Senior INFOSEC Consulting Engineer	Senior INFOSEC Consulting Engineer		INFOSEC Development Engineer	Senior INFOSEC Systems Specialist	Senior INFOSEC Systems Specialist	INFOSEC Systems Technical Specialist	INFOSEC Systems Technical Specialist	Senior Business Analyst	erinci Luciireas rusiya.		_	Senior INFOSEC Applications Developer	Communications Installer, Inter	Communications Installer Intermediate	Student Application Programmer		Learning Architect	l earning Architect		insurucuonal Designer					ner	Web Architect	Web Architect	Web Designer	Web Designer	Data Communications Manager	Data Communications Manager	Voice Communications Manager	Voice Communications Manager	Communication Analyst, Sr	Communication Analyst, Sr	Communication Analyst, Inter	Communication Analyst, Inter	Cable Installer	Cable Installer	Communications Installer, Sr
OEM Part Number	1048AA	1048AB	1049AA	1049AB	1050AA S	1050AB	1051AA	1051AB E	1052AA F	1052AB F	1053AA S	1053AB	1054AA	1054AB	1055AA								1058AB	1059AA	1059AB	1060AA		1061AA											1066AA v	1066AB V	1067AA										
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GSA Price	\$78.92	\$48.31	\$55.71	\$38.04	\$46.52	\$47.46	\$56.76	\$58.33	\$67.82	\$42.83	\$60.50	\$27.37	\$38.64	\$29.40	\$41.51	\$66.14	\$93.37	\$64.09	\$90.46	\$86.51	\$109.04	\$72.67	\$87.70	\$68.75	\$87.31	\$61.64	\$76.59	\$24.62	\$27.26	\$32.74	\$40.38	\$21.94	\$26.66
Prio. Aconius Prios	\$76.16	\$46.62	\$53.76	\$36.71	\$44.89	\$45.80	\$54.77	\$56.29	\$65.45	\$41.33	\$58.38	\$26.41	\$37.29	\$28.37	\$40.06	\$63.83	\$90.10	\$61.85	\$89.29	\$83.48	\$105.22	\$70.13	\$84.63	\$66.34	\$84.25	\$59.48	\$73.91	\$23.76	\$26.31	\$31.59	\$38.97	\$21.17	\$25.73
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Short Description	Communications Installer, Sr	Communications Installer, Assoc	Communications Installer, Assoc	Software Engineer I	Software Engineer I	Software Engineer II	Software Engineer II	Software Engineer III	Software Engineer III	Project Analyst I	Project Analyst I	User Services Specialist I	User Services Specialist I	User Services Specialist II	User Services Specialist II	User Services Specialist V	User Services Specialist V	Computer System Installation Specialist	Computer System Installation Specialist	Lead Installation Engineer	Lead Installation Engineer	Senior Network Engineer	Senior Network Engineer	Data Base Specialist	Data Base Specialist	Network Engineer	Network Engineer	Engineering Aide	Engineering Aide	Senior Technician Assistant	Senior Technician Assistant	Technician Assistant	Technician Assistant
OEM Part Number	1072AB	1073AA	1073AB	1074AA	1074AB	1075AA	1075AB	1076AA	1076AB	1077AA	1077AB	1078AA	1078AB	1079AA	1079AB	1080AA	1080AB	1081AA	1081AB	1082AA	1082AB	1083AA	1083AB	1084AA	1084AB	1085AA	1085AB	1086AA	1086AB	1087AA	1087AB	1088AA	1088AB
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Item Type	Item 10	Item 10	10	ltern 10	10	10	10	10	10	ltem 10	10	10 10	ltem 10	10 Item	Item 10	10	10	ltem 10	10	Item 10	Item 10	Item 10	ltern 10	11 10	Item 10	ltem 10	ltem 10	Item 10	Item 10	Item 10	10	ltem 10	ltem 10
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CONTRACTOR TEAMING ARRANGEMENT (CTA) BETWEEN

TEAM LEADER

AND

TEAM MEMBER

Computer Sciences Corporation
Defense Mission Engineering & Integration Division
4045 Hancock Street
San Diego, CA 92110

Blue Tech, Inc. 2251 San Diego Ave. Suite B155 San Diego, CA 92110

CTA Type	Time & Material
CSC Director	Henry Johnson
CSC CTA Administrator	Billy W. Hoxey
DoN ES Contract Number	N68939-97-A-0008 (BPA), GS-35F-4381G (GSA)
TEAM MEMBER's GSA Schedule	GS-35F-5847H(GSA)
Number	
TEAM MEMBER's Business Size	WOSB, SDB, 8A, Hub Zone Certified

1. Introduction

This Arrangement is made as of the date of final execution, between Blue Tech, Inc. a Woman Owned Small Business, &A, Small Disadvantage Business and Hub Zone Certified Corporation, with its Corporate Office located at 2251 San Diego Ave., Suite B155, San Diego, CA. 92110, (hereinafter referred to as "TEAM MEMBER"); and Computer Sciences Corporation (hereinafter referred to as "TEAM LEADER"), with offices located at Defense Mission Engineering & Integration Division, 4045 Hancock Street, San Diego, CA 92110.

The TEAM LEADER and the TEAM MEMBER wish to "Team" together pursuant to the provisions of the Federal Acquisition Regulations (FAR) subpart 9.6 to prepare a proposal for submission to the Naval Information Systems Management Center Blanket Purchase Agreement (BPA) Number N68939-97-A0008.

2. Terms and Conditions including Duration

The TEAM LEADER holds certain GSA Contract(s) No. GS-35F-4381G and BPA No. N68939-97-A0008. The TEAM MEMBER holds certain GSA Contract(s) No.GS-35F-5847H to provide and support the total solution package for materials under this agreement and is hereby incorporated by reference into this CTA. The terms and conditions of the TEAM MEMBER's Schedules and this CTA will govern the relationship between TEAM LEADER and TEAM MEMBER and the performance of work by TEAM MEMBER.

TEAM LEADER shall pay the BPA Acquisition, Contracting, and Technical (ACT) Fee and the Industrial Funding Fee (IFF) associated with its products/services and TEAM MEMBER shall pay the IFF associated with its products/services, for all orders issued against the subject requirement, as required.

3. Statement of Work

- a. The purpose of this Contractor Teaming Arrangement is to enter in to a joint effort to submit a combined proposal to the Customer in the interest of assuring the Customer that all elements of the statement of work have been addressed and considered in the proposal and for obtaining individual Task Orders to be awarded to both parties for the Program.
- b. The parties will work closely together and exchange business and technical information. For this reason, the parties agree to cooperate fully with each other towards obtaining the individual Task Orders.
- c. Nothing contained herein is intended to preclude either party from independently submitting proposals or performing work not related to this joint effort, described as Department of Navy Engineering Services (DoN ES) Blanket Purchase Agreement (BPA).

- d. Under the terms of this Arrangement, the TEAM MEMBER may not submit joint offers or proposals to the customer or other organizations without the written approval of the TEAM LEADER.
- e. In the event this joint proposal effort results in the award of individual Task Orders, Computer Sciences Corporation will be the TEAM LEADER and Blue Tech, Inc. will be proposed as a TEAM MEMBER for providing products and/or services as specified in the TEAM MEMBER's proposal.
- f. Each party will assist the other, as necessary, and will exert its best efforts in preparing the proposal.
- g. For business relative to this Arrangement, the TEAM LEADER will team with the TEAM MEMBER exclusively in pursuing and delivering the products or services as specified in the TEAM MEMBER's proposal.

4. Independent Member.

Each Member agrees that Member's relationship with Team Lead and all other TEAM MEMBERs is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Members shall be solely responsible for complying with all applicable local, state and federal laws governing self-employed individuals, including but not limited to obligations such as payment of federal, state and local taxes, social security, disability and other contributions attributable to the rendition of Services hereunder to Lead. Nothing in this Agreement shall be deemed to constitute any TEAM MEMBER or Team Lead the agent of the other. No Member or Team Lead shall be or become liable or bound by any representation, act or omission whatsoever of the other.

5. Pricing And Cost

The BPA rates for each Member and each GSA FSS Schedule Contract is provided as Attachment 2 to the CTA. These BPA rates represent the maximum rate that will be proposed and invoiced to the client. All rates are below the GSA FSS Schedule Contract rates. TEAM MEMBERs will not offer discounts to the established BPA rates except on a Task Order by Task Order basis. The Team Lead may receive a management fee for all project management activities as the Team Lead. If enforced, this fee will be the difference between the BPA price and a discounted price from the TEAM MEMBER. As an option, a set price management fee may be negotiated between Team Lead and TEAM MEMBER.

6. Performance, Deliverables & Workmanship

- a. The individual and joint performance of the parties is to be detailed in the combined technical proposal that will matrix the individual elements of the performance work statement, including performance for individual and joint
- b. The arrangement shall include, among other provisions mutually acceptable to the parties, those provisions required by law and regulation and clauses of the GSA Schedule Contract and/or Order that are mandatory or necessary for incorporation in the individual Task Orders.
- The period of performance of this CTA shall commence with the award of the task order and continue through the duration of that contract.
- d. Each party will, under their respective Task Order; be responsible to ensure that all material incorporated in the work shall be new and the work shall be performed in a skillful, workmanlike, and efficient manner. Both materials and workmanship shall be subject to the inspection of the Contracting Officer, whom may require TEAM MEMBER to correct defective workmanship or materials without cost to the Government or the other TEAM MEMBER of this CTA.
- e. The TEAM MEMBERs shall ensure all delivery schedules are being met in accordance to the matrix of individual elements of performance. The TEAM LEADER shall be promptly notified of any suspected or known delays that may affect the performance or delays of contract deliverables. The resulting document will become Attachment 2 to this arrangement.
- f. Each party will perform under their respective Task Order.

7. Member's Warranties

Each TEAM MEMBER warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in the BPA and awarded Task Orders

8. Invoicing

Team Lead will submit a single invoice and receive payments on behalf of itself and all TEAM MEMBERs for each awarded Task Order. Upon receipt of payment from the Government, the Team Lead will distribute payments received to each TEAM MEMBER in accordance with their approved invoiced costs for the specific invoice. Any dispute involving the distribution of payment between the Team Lead and the Members will be resolved by the team without any involvement by the Government.

Invoices must be submitted no later than 30 calendar days following the period of the work covered by the invoice. Each Task Order will provide specific invoicing instructions to include schedule, format and content.

Certification Statement:

I, <u>name of person</u>, being an authorized official of <u>name of company</u> certify that the amounts listed in this invoice are true and accurate and I have in my possession records that substantiate these amounts.

9. Proprietary Information

During the term of this Arrangement, it may be necessary for either party to disclose proprietary information to the other. Such data must be in writing and clearly identified as proprietary information or marked with a notice stating restrictions as to its use. With respect to such information, the attached Non Disclosure Agreement, A410-2 shall apply only to this joint effort and Contractor's Teaming Agreement.

10. Security

To the extent the parties' obligations involve access to information classified as "Secret," or "Confidential," FAR provision 52.204-2 shall apply.

11. Modification/Waiver

No modification of this CTA (including any additional or different terms) shall be binding on TEAM LEADER unless agreed to in writing and signed by TEAM LEADER's CTA Administrator. No course of dealing or failure by TEAM LEADER to strictly enforce any term, right, or condition of this CTA shall be construed as a waiver of such term, right, or condition.

12. Notices.

All Notices are required to be given in writing and shall either be hand delivered; sent by mail with return receipt requested; or transmitted by telex, facsimile, e-mail, or cable with confirmation by postage-prepaid letter sent within five (5) work days. All Notices shall be effective upon receipt. All Notices shall be addressed to the addresses and point of contact identified in Attachment 1.

13. Severability

If any provision of this CTA is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

14. Assignment

This Arrangement is specific to the parties hereto, and neither party may assign or transfer its interest without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15. Acceptance

This CTA becomes binding, subject to the terms and conditions hereof, when accepted by written acknowledgment.

16. Publicity

No news releases, public announcements, advertisements, or publicity may be released by the Team Lead or any TEAM MEMBER identifying any other TEAM MEMBER in connection with the awarded Contract without the prior written approval of the Team Lead, the identified TEAM MEMBER, which shall not be unreasonably withheld, and the Government if required

17. No Hire

During the performance period of this CTA, neither party to this CTA shall directly solicit for hire nor knowingly allow any of its employees, agents, officers, or representatives to directly solicit for hire any employee of the other party or any employee of any other TEAM MEMBER or Subcontractor who is associated with or involved in the performance of the TEAM LEADER'S CTA. This provision does not prohibit the publication of help wanted advertisements, but written consent from the other party must still be obtained before any person subject to this clause is hired.

18. Default

- a) TEAM LEADER may, subject to paragraphs below, by written notice of default to TEAM MEMBER, terminate this CTA in whole or in part if TEAM MEMBER fails to:
 - 1) Deliver the supplies or to perform the services within the time specified in this CTA or any extension.
 - 2) Make progress, so as to endanger performance of this CTA; or
 - 3) Perform any other of its obligations of this CTA.
- b) TEAM LEADER's right to terminate this CTA under Paragraphs (a) above may be exercised if TEAM MEMBER does not cure such failure within 10 days (or more if authorized in writing by TEAM LEADER after receipt of the notice from TEAM LEADER specifying the failure.
- c) If TEAM LEADER terminates this CTA, in whole or in part, it may acquire, under the terms and in the manner TEAM LEADER considers appropriate, supplies or services similar to those terminated, and TEAM MEMBER will be liable to TEAM LEADER for any excess costs for those supplies or services. However, TEAM MEMBER shall continue the work not terminated.
- d) If the failure to perform is caused by the default of TEAM MEMBER and if the cause of default is beyond TEAM MEMBER's control and without the fault or negligence, TEAM MEMBER shall not be liable for any excess costs for failure to perform, unless TEAM MEMBER's GSA Schedule states of the revise.
- e) If this CTA or any Task Order awarded to TEAM MEMBER is terminated for default, TEAM LEADER may require TEAM MEMBER to: transfer title and deliver to the Government or TEAM LEADER the following: (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that the TEAM MEMBER has specifically produced, configured or acquired for the terminated portion of this CTA.
- f) TEAM LEADER may cancel this CTA in whole or in part at any time by written or telegraphic notice whenever TEAM MEMBER shall default in performance or shall fail to make progress in the work so as to endanger performance. However, the CTA shall not be terminated for such default that is due to causes beyond the control of TEAM MEMBER and without its default or negligence. TEAM LEADER may cancel this CTA forthwith by written or telegraphic notice if TEAM MEMBER ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or becomes insolvent or makes a general assignment for the benefit of creditors; or if any proceedings are commenced by or against TEAM MEMBER under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law or statute; or if a trustee, receiver, liquidator, or conservator for TEAM MEMBER is applied for or appointed. After notice of termination by reason of such default, TEAM MEMBER shall transfer title

and deliver to TEAM LEADER satisfactorily completed work and such work in process as may be directed by TEAM LEADER.

19. Termination For Convenience

- a. This Arrangement, except for Article 9, "Proprietary Information," shall expire twelve (12) months from the date hereof unless terminated earlier by one of the following events:
 - i. The Customer cancels the procurement or withdraws the Request for Proposal.
 - The Customer awards task orders to other than the TEAM LEADER or TEAM MEMBER specified herein.
 - iii. The parties dissolve this Arrangement by mutual consent.
 - One of the parties petitions for bankruptcy or reorganization under bankruptcy laws, or makes an assignment for the benefit of creditors.
 - v. The Customer eliminated or substantially reduces the TEAM MEMBER work contemplated
 - vi. One of the parties notifies the other of a decision not to submit a proposal for the Program.

20. Disputes

- a) If a decision on any question of fact or law arising under this task order is made by the Government's Contracting Officer and such question of fact or law is also related to this CTA, said decision, if binding on TEAM LEADER under its contract shall in turn be binding on TEAM LEADER and the TEAM MEMBER insofar as it relates to this CTA. If TEAM LEADER elects to appeal such a decision pursuant to the "Disputes" clause in its contract, any decision on such an appeal with respect to such question of fact or law, if binding on TEAM LEADER under its contract shall in turn be binding on TEAM LEADER and the TEAM MEMBER insofar as it relates to this CTA. If TEAM LEADER elects not to appeal such a decision pursuant to the "Disputes" clause in its contract, TEAM LEADER shall promptly notify TEAM MEMBER and TEAM MEMBER may exercise its rights under paragraph (e) below.
- b) If TEAM MEMBER is otherwise affected by any decision made by any representative of the Government on any question of fact or law arising under the TEAM LEADER contract that is also related to this CTA, from which an appeal under the "Disputes" clause of TEAM LEADER's contract is not available, said decision, if binding on TEAM LEADER under its contract, shall in turn be binding on TEAM LEADER and TEAM MEMBER insofar as it relates to this CTA. If TEAM LEADER elects to bring suit against the Government with respect to such decision, a final judgment in any such suit, if binding on TEAM LEADER under its contract, shall in turn be binding on TEAM LEADER and TEAM MEMBER insofar as the question decided relates to this CTA. If TEAM LEADER elects not to bring suit against the Government with respect to such decision, TEAM LEADER shall promptly notify TEAM MEMBER, and TEAM MEMBER may exercise its rights under paragraph (e) below
- c) If TEAM LEADER or TEAM MEMBER brings any such appeal or suit as allowed in paragraphs (a) and (b) above, the other party, at its own expense, shall assist in the prosecution thereof in every reasonable manner and shall be afforded reasonable opportunity to participate in the prosecution thereof to the extent such party's interest may be affected.
- d) Any dispute arising under this CTA that is not covered by paragraph (a) or (b) above and which is not settled by the parties shall be decided by TEAM LEADER. Such decision shall be reduced to writing and a copy thereof furnished to TEAM MEMBER. If the TEAM MEMBER disagrees with TEAM LEADER's decision, TEAM MEMBER shall notify TEAM LEADER within thirty (30) days after receipt of such copy. In the absence of such notice, such decision shall be final. If the TEAM MEMBER proceeds with litigation and, prior to trial, one or more of the questions of fact or law become the subject of a decision covered by paragraph (a) or (b) above, such questions shall be determined in accordance with this clause and the litigation shall be terminated as to such questions. Accordingly, all Proprietary Information exchanged under this agreement and copies thereof shall be returned to the disclosing party or, at the election of the disclosing party, shall be destroyed and a certificate attesting to such shall be furnished to the disclosing party

- e) Pending any decision, appeal, or judgment referred to in paragraph (a) or (b) above, TEAM MEMBER shall proceed diligently with performance of this CTA, unless TEAM LEADER otherwise specifies in writing.
- The rights and obligations described in this clause shall survive completion and final payment of this CTA.

21. Disclosure

- All information disclosed by either company to the other shall be deemed to be "Proprietary Information" <u>provided</u> that written information is clearly marked in a conspicuous place as Proprietary Information, and verbal information is confirmed in writing as Proprietary Information no later than ten (10) working days after such disclosure. Such information is for the purposes of facilitation of work on the program only and shall be kept in confidence by the receiving party. Furthermore, such information, data, documents, or other material shall not be used for any other purpose by the receiving party without the prior written consent of the disclosing party, and then only on a "need to know" basis.
- b) Proprietary Information which is appropriately labeled as Proprietary at the time of its first disclosure, shall be held in confidence by the receiving party with the same degree of care that is used to protect its own Proprietary Information; provided, however, that this obligation shall not apply to information that:
 - 1) Is or becomes publicly available, other than through the fault or negligence of the receiving party; or
 - 2) Was known to the receiving party, without restriction, at the time of receipt; or
 - 3) Is used or disclosed five (5) years from receipt of the Proprietary Information; or
 - 4) Is rightfully and lawfully obtained by the receiving party from a third party which has an unrestricted right to disclose the Proprietary Information; or
 - 5) Is released, in writing, without restriction by the disclosing party to any third party; or
 - 6) Is disclosed pursuant to judicial action or Government regulations or direction, and the receiving company has notified the disclosing party thirty (30) days prior to such disclosure and has exercised reasonable effort to legally avoid such disclosure; or
 - 7) Is or becomes known to the receiving party independent of the Proprietary Information furnished by the disclosing party and evidenced in writing; or
 - 8) Is independently developed by the receiving party, provided that the person or persons developing the same had no access to the same information as furnished hereunder and provided that the receiving party is able to document the basis for its claim of independent development.
- c) If any portion of the disclosing party's Proprietary Information falls within any one of the above exceptions, the remainder shall continue to be subject to the prohibitions and restriction contained herein.
- d) NO COPIES WHATSOEVER of Proprietary Information shall be made except with the prior written consent of the disclosing party. All information disclosed to the receiving party hereunder is, and shall remain, the sole property of the disclosing party. Accordingly, all Proprietary Information exchanged under this agreement and copies thereof shall be returned to the disclosing party or, at the election of the disclosing party, shall be destroyed and a certificate attesting to such shall be furnished to the disclosing party. The disclosing party makes no warranty as to the accuracy of the information disclosed.
- e) The receiving party shall not disclose to any third party Proprietary Information disclosed by the disclosing party or offer for sale or manufacture or otherwise disclose to any third party devices (or

related information) utilizing any of the Proprietary Information unless otherwise permitted in writing by the disclosing party.

- f) In compliance with U.S. Department of State International Traffic in Arms Regulations and U.S. Department of Commerce Export Administration Regulations as they currently exist and as they from time to time are amended, and notwithstanding any other provision hereof, the receiving party, with respect to information hereunder, shall not attempt to, nor knowingly export or re-export to any country prohibited from obtaining such data, either directly or indirectly through affiliates, licensees or subsidiaries, any U.S. source technical data acquired from the disclosing party, any products utilizing such data, to any countries outside the United States to which export may be in violation of the United States Export Laws or Regulations. Nothing in this clause relieves the receiving party from any obligation stated elsewhere in this CTA not to disclose such data.
- g) Proprietary Information shall be made available only to those employees of the receiving party who have a reasonable need for such information. The receiving party shall not disclose such information to any person (including employees) who are not U.S. citizens or otherwise export (as that term is defined by U.S. Export Laws or Regulation) the information without first acquiring the necessary government licenses and approvals.
- h) TEAM MEMBER recognizes that in the performance of this CTA it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. TEAM MEMBER agrees to use and examine this information exclusively in the performance of this CTA and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside of the Government or Government designated support contractors possessing appropriate agreements.
- i) Proprietary Data of Third Parties. In the event TEAM MEMBER requests access to proprietary data of other companies in order to conduct studies and research under the contract, it will enter into agreements with the supplying companies to protect such data from unauthorized use or disclosure so long as such data remains proprietary. These agreements shall be made available to TEAM LEADER upon written request.
- j) Proprietary Data Furnished by the Government. In the event TEAM MEMBER is given access by the Government to proprietary data of the Government or proprietary data of third parties possessed by the Government, TEAM MEMBER hereby agrees to protect such data from unauthorized use or disclosure as long as such data remains proprietary.
- k) TEAM MEMBER further agrees to sign a Non Disclosure Agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this CTA. As part of this NDA, TEAM MEMBER shall inform all parties of its agreement to allow certain Government-designated contractors access to all data if required by this Task Order. One copy of each signed agreement shall be forwarded to TEAM LEADER. These shall be signed prior to work commencing.

22. Holidays

Unless specified otherwise in an individual Task Orders, authorized holidays for personnel performing work at a government site shall correspond with government holidays.

(a) Regular government holidays are as follows:

New Year's Day (or Federal Government's authorized day for holiday)

Labor Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day Independence Day Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day (or Federal

Government's authorized day for holiday)

(b) Unless stated in individual Task Orders, authorized holidays for TEAM MEMBER personnel performing work at Team Lead's site shall correspond with the following holidays.

New Year's Day (or Team Lead's authorized day for holiday)

Labor Day

President's Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day Day after Christmas Christmas Day (or Team Lead's authorized day for holiday)

(c) In the event performance of an individual Task Order is at a TEAM MEMBER's site, the holiday schedule will be in accordance with the TEAM MEMBER's standard practices.

23. Copyright, Patent Indemnity, General Indemnity

Except with respect to the results of research conducted by TEAM MEMBER under this CTA, and only to the extent that TEAM MEMBER is responsible for the content of such services/data, TEAM MEMBER agrees to defend TEAM LEADER and the Government against any and all actions or proceedings charging infringement of a third party trademark or copyright. Both parties agree to indemnify and hold the other harmless from all loss, costs, or damages arising out of negligent acts and/or omissions of any of its own employees, agents or representatives.

24. Identification Of Technical Data

Technical data delivered by TEAM MEMBER to TEAM LEADER pursuant to this CTA shall be marked with the name and address of the person who generated the technical data and all such documents shall include an identification/drawing number and a current revision number and date.

25. Close-out

Close-outs will be performed in accordance with FAR 4.804, Closeout of Contract Files. A Task Order is considered to be physically completed when the TEAM MEMBER has performed and completed all the required supplies, services and/or deliveries per the terms of this Agreement and the Task Order and has been accepted by the Government

26. Severability.

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof.

28. Integration.

This Agreement constitutes the entire terms and conditions of the CTA Agreement of the parties hereto and supersedes all prior proposals, discussions, and communications, whether oral or in writing as it relates to the CTA. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

29. Work on a Team Leader or Government Installation

In performing work under this CTA on a TEAM LEADER or Government installation or building, TEAM MEMBER shall:

- a) Fully comply with local military installation, city, state, and federal laws, regulations, and/or ordinances pertinent to performance of the contractual services required under this CTA.
- b) Conform to the specific safety requirements established by this CTA.
- c) TEAM MEMBER and his/her employees shall observe all rules and regulations issued by TEAM LEADER or the installation's Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, and conduct not directly addressed in this CTA.
- d) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of TEAM LEADER, TEAM MEMBER, and Government personnel connected in any way with performance under this CTA.
- e) Take such additional immediate precautions as the TEAM LEADER or the cognizant Government representative may reasonably require for safety and accident prevention.
- f) If at any time TEAM MEMBER identifies a health or safety issue that could endanger any human being, TEAM MEMBER must notify TEAM LEADER immediately.

30. Force Majeure

Neither party to this CTA shall be considered to be in default of its obligations under this CTA to the extent that failure to perform any such obligation arises out of causes beyond the control and without the fault or negligence of the affected party.

31. Release of Information

No news releases (including photographs and films, public announcements, advertisements, publicity denial or confirmation of the same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval from TEAM LEADER and Blue Tech.

32. Audit and Records

TEAM MEMBER shall permit TEAM LEADER and/or designated representative access at any reasonable time to records, data, and materials of a non-proprietary nature used in performance of the contemplated services. The records shall be made available for examination, audit, or reproduction until 3 years after final closeout of this agreement.

33. Order of Precedence

In the event of an inconsistency in this CTA, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order as each section noted may have been modified:

- a) TEAM MEMBER'S GSA AND BPA
- b) TEAM MEMBER's GSA Schedule
- c) Contractor Teaming Agreement
- d) Memorandum of Understanding

In witness whereof the parties hereto have	executed this CTA as of the dates set forth below:
Blue-Tech, Inc	Computer Sciences Corporation
Ву:	By:
Name: (see S) one	Name: Billy W. Hoxey
Title:	Title: CSC CTA Administrator
Date: 2/13/06	Date: 02/23/06

Attachments

- 1) Notices
- 2) BPA rates for each Member and each GSA FSS Schedule

Attachment 1

Notices

Notices are required to be given in writing and delivered to the following addresses:

For TEAM LEADER:

For TEAM MEMBER

Name:

Billy W. Hoxey

Address: Defense Mission Engineering

& Integration Division 4045 Hancock Street

San Diego, CA 92110

Susan or Guy Stone Blue Tech, Inc. 2251 San Diego Ave.

Suite B155

San Diego, CA 92110

CTA Administrator

Telephone: 619 225-2804 Fax: 619 225-2559

Title: President Telephone: 619 497-6060

Fax: 619 497-6070

Attachment 2

BPA rates for each Member and each GSA FSS Schedule

Reference - B Table BPA Rates/ Blue Tech, approved January 2006

Blue Tech, Inc

3990 Old Town Ave. Suite A105 San Diego, CA 92110 Phone: 1.800.456.1410 FAX: 1.619.497.6070 Email: <u>info@bluetech.com</u>

www.bluetech.com

Contract Number:

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GS-35F-5847H

Period Covered by Contract:

7-1-1998 through June 30, 2008

General Services Administration Federal Supply Service

Pricelist current through Modification FX17, 7-20-05

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/

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